

09 75-05

Docket No. 15499.177.1
Date: September 11, 2005S. H. H. H.
J. H. H.

TERMINAL DISCLAIMER TO OBVIATE A DOUBLE PATENTING REJECTION

In re application of : S. Curtis Nye
Assignee : Lifetime Products, Inc.
Application No. : 10/648,174
For : PORTABLE BASKETBALL
SYSTEM
Filed : August 26, 2003
Examiner : Michael S. Chambers
Group Art Unit : 3711
Confirmation No. : 4442
Customer No. : 022913

COMMISSIONER FOR PATENTS
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Assignee, through its attorney of record, represents that it is the owner of the entire interest in the above-identified patent application. Assignee is the owner of this application because the inventor assigned all of his rights in this application to the Assignee. A Certificate under 37 C.F.R. § 3.73(b) certifying that the Assignee is the owner of the entire right, title and interest in the patent application is attached.

Assignee, hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application that would extend beyond the expiration date of the full statutory term of United States Patent No. 6,656,065 as presently shortened by any terminal disclaimer. Assignee agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to it and prior U.S. Patent No. 6,656,065 are commonly owned. This agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantor, its successors or assigns.

Assignee, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of prior U.S. Patent No. 6,656,065 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

Assignee, hereby disclaims, except as provided below, the terminal part of any patent granted on the above-identified application that would extend beyond the expiration date of the

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full statutory term of United States Patent No. 6,432,003 as presently shortened by any terminal disclaimer. Assignee agrees that any patent so granted on the above-identified application shall be enforceable only for and during such period that the legal title to it and prior U.S. Patent No. 6,432,003 are commonly owned. This agreement is to run with any patent granted on the above-identified application and is to be binding upon the grantor, its successors or assigns.

Assignee, however, does not disclaim any terminal part of any patent granted on the above-identified application prior to the expiration date of the full statutory term of prior U.S. Patent No. 6,432,003 in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR § 1.321(a), has all claims canceled by a reexamination certificate, is reissued or is otherwise terminated prior to expiration of its statutory term as presently shortened by any terminal disclaimer, except for the separation of legal title stated above.

This terminal disclaimer is accompanied by the fee set forth in 37 C.F.R. § 1.20(d) in the amount of \$130.00. Please charge any underpayment or credit any overpayment to Deposit Account No. 23-3178.

Assignee hereby declares that all statements made herein of its own knowledge are true and that all statements made on information and belief are believed to be true; and further that these statements were made with the knowledge that willful false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001 of Title 18 of the United States Code and that such willful false statements may jeopardize the validity of the application or any patent issued thereon.

Dated this 14 day of September, 2005.

Respectfully submitted,



Richard C. Gilmore
Registration No. 37,335
Attorney of Record

Customer No. 22,913

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Salt Lake City, Utah 84111
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PATENT APPLICATION
Our Reference No.: 15499.177.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee	:	Lifetime Products, Inc.)	Group Art Unit 3711
)	
Applicant	:	S. Curtis Nye)	
)	
Appl. No.	:	10/648,174)	
)	
Filed	:	August 26, 2003)	
)	
Title	:	PORTABLE BASKETBALL SYSTEM)	
)	
Examiner	:	Michael S. Chambers)	
)	
Confirmation No.:		4442)	
)	
Customer No.	:	22,913)	

CERTIFICATE UNDER 37 CFR § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Assignee, Lifetime Products, Inc., a Utah Corporation having a place of business at Building D-11, Freeport Center, Clearfield, Utah 84016, in accordance with 37 CFR § 3.73(b), certifies that it is the assignee of the entire right, title and interest in the above-identified patent application above by virtue of the chain of title from the inventor to the assignee, as shown below:

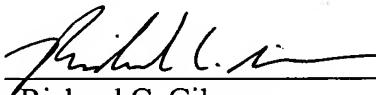
An assignment from the inventor S. Curtis Nye to Assignee Lifetime Products, Inc. for United States patent application serial no. 10/648,174, which was filed on August 26, 2003, was recorded with the United States Patent and Trademark Office on January 26, 2004 at Reel/Frame 014290/0138.

Re. : Certificate Under 37 C.F.R. § 3.73(b)
Appl. No. : 10/648,174
Filed : August 26, 2003

The undersigned has reviewed all the documents in the chain of title of the patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above. The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

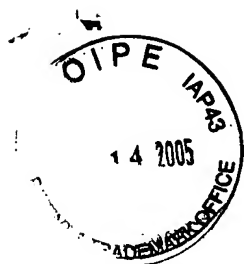
I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or patent issuing therefrom.

Dated: 9/14/05

By: 
Richard C. Gilmore
Registration No. 37,335
Attorney of Record

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Salt Lake City, Utah 84111
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PATENT APPLICATION
Our Reference No.: 15499.177.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee : Lifetime Products, Inc.)
Applicant : Edward van Nimwegen)
Patent No. : 6,432,003)
Issued : August 13, 2002)
Appl. No. : 09/638,529)
Filed : August 14, 2000)
Title : ADJUSTABLE WHEEL)
ENGAGEMENT ASSEMBLY)
FOR BASKETBALL GOAL)
SYSTEMS)
Customer No. : 22,913)

CERTIFICATE UNDER 37 CFR § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Assignee, Lifetime Products, Inc., a Utah Corporation having a place of business at Building D-11, Freeport Center, Clearfield, Utah 84016, in accordance with 37 CFR § 3.73(b), certifies that it is the assignee of the entire right, title and interest in the patent identified above by virtue of the chain of title from the inventor to the assignee, as shown below:

An assignment from the inventor Edward van Nimwegen to Assignee Lifetime Products, Inc. for United States patent application serial no. 09/638,529, which was filed on August 14, 2000, now U.S. Patent No. 6,432,003, was recorded

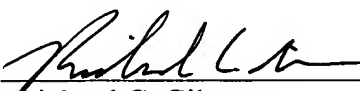
Re. : Certificate under 37 C.F.R. § 3.73(b)
Patent No. : 6,432,003
Issued : August 13, 2002

with the United States Patent and Trademark Office on August 14, 2000 at
Reel/Frame 011022/0538.

The undersigned has reviewed all the documents in the chain of title of the patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above. The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or patent issuing therefrom.

Dated: 9/14/05

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E-mail: rgilmore@wnlaw.com



PATENT APPLICATION
Our Reference No.: 15499.177.1

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

Assignee : Lifetime Products, Inc.)
Applicant : S. Curtis Nye)
Patent No. : 6,656,065)
Issued : December 2, 2003)
Appl. No. : 10/050,612)
Filed : January 16, 2002)
Title : WHEEL MOUNTED ADJUSTABLE)
ROLLER SUPPORT ASSEMBLY)
FOR A BASKETBALL GOAL)
SYSTEM)
Customer No. : 22,913)

CERTIFICATE UNDER 37 CFR § 3.73(b)

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Dear Sir:

Assignee, Lifetime Products, Inc., a Utah Corporation having a place of business at Building D-11, Freeport Center, Clearfield, Utah 84016, in accordance with 37 CFR § 3.73(b), certifies that it is the assignee of the entire right, title and interest in the patent identified above by virtue of the chain of title from the inventor to the assignee, as shown below:

An assignment from the inventor S. Curtis Nye to Assignee Lifetime Products, Inc.
for United States patent application serial no. 10/050,612, which was filed on


Re. : Certificate under 37 C.F.R. § 3.73(b)
Patent No. : 6,656,065
Issued : December 2, 2003

December 2, 20003, now U.S. Patent No. 6,656,065, was recorded with the United States Patent and Trademark Office on March 5, 2002 at Reel/Frame 012659/0322.

The undersigned has reviewed all the documents in the chain of title of the patent identified above and, to the best of undersigned's knowledge and belief, title is in the assignee identified above. The undersigned (whose title is supplied below) is empowered to sign this certificate on behalf of the assignee.

I declare that all statements made herein of my own knowledge are true and that all statements made on information and belief are believed to be true; and further, that these statements were made with the knowledge that willful, false statements and the like so made are punishable by fine or imprisonment, or both, under Section 1001, Title 18 of the United States Code, and that such willful, false statements may jeopardize the validity of the application or patent issuing therefrom.

Dated: 9/14/05

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